

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re

Earth Class Mail Corporation,
Debtor.

Case No. 15-30982-tmb11

NOTICE OF ASSUMPTION AND
ASSIGNMENT OF EXECUTORY
CONTRACTS AND CURE AMOUNTS

Earth Class Mail Corporation ("Debtor") previously filed a motion for approval of the sale of all or substantially all of its assets to Delivered.io, Inc. ("Delivered.io") or such higher and better offers from qualified bidders at an auction scheduled for **9:00 a.m. on June 2, 2015**. On April 20, 2015, the Court entered an Order (1) Authorizing and Scheduling an Auction for the Sale of Substantially All Assets of the Debtor Free and Clear of Liens and Other Interests, (2) Approving Sale Procedures, (3) Approving Procedures For Assumption and Assignment of Executory Contracts and Unexpired Leases, (4) Directing Appointment of Consumer Privacy Ombudsman (the "Sale Procedures Order") [Dkt. 68] in connection with the sale and the auction, including procedures for the assumption and assignment of executory contracts. A copy of the Sale Procedures Order can be obtained from Debtor's counsel.

PLEASE TAKE NOTICE that **June 1, 2015**, at 5:00 p.m. Pacific Time (the "Deadline") is the deadline for any party to a contract or lease (the "Material Agreements") that Debtor proposes to assume and assign to Delivered.io (or other higher and better bidder at the auction) to object to the amount Debtor asserts must be paid to cure any existing defaults under the Material Agreements (the "Cure Amounts"). The list of Material Agreements and the Proposed Cure Amounts are set forth on the attached **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that any party to a Material Agreement who disagrees with the Cure Amount or who objects to the assumption of its Material Agreement or to the assignment of its Material Agreement, must, on or before **June 1, 2015**, file with the Clerk of the Court, United States Bankruptcy Court for the District of Oregon, 1001 SW Fifth Avenue, Seventh Floor, Portland, Oregon 97204, with a copy to Debtor's counsel, a written objection stating the specific facts upon which the objection is based.

PLEASE TAKE FURTHER NOTICE that unless a timely objection is filed as to a Cure Amount listed on **Exhibit 1**, the Cure Amount listed on **Exhibit 1** shall be binding upon the non-debtor party to such Material Agreement for all purposes in this Chapter 11 case and will constitute a final determination of the total Cure Amount required to be paid in connection with the assumption and assignment of such Material Agreement. Further, unless a timely objection is filed, no further evidence shall be required to satisfy the requirements for assumption and assignment, including, without limitation, any further evidence of adequate assurance of performance by Delivered.io or other qualified purchaser, and the non-debtor party to the Material Agreement shall be barred from objecting to the assumption and assignment of such Material Agreement and shall be deemed to consent to the assumption and assignment of the Material Agreement.

1 **PLEASE TAKE FURTHER NOTICE** that if a timely objection is filed, a hearing on
2 the Cure Amounts and Debtor's proposed assumption and assignment of the Material
3 Agreements will be held on **June 4, 2015**, at 9:00 a.m. Pacific Time, or at such time as may be
4 announced at that time, at the United States Bankruptcy Court for the District of Oregon,
5 Courtroom 4, 1001 SW Fifth Avenue, Seventh Floor, Portland, Oregon.

6 **PLEASE TAKE FURTHER NOTICE** that the Debtor is requesting the Court to waive
7 the 14-day stay under Bankruptcy Rule 6006(d).

8 Copies of any of the pleadings or documents referenced herein may be obtained by
9 contacting Christopher M. Sturgeon, assistant to Debtor's counsel (e-mail:
10 csturgeon@portlaw.com; telephone: 503-417-0511).

11 DATED: April 24, 2015

12 MOTSCHENBACHER & BLATTNER, LLP

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20 Attorneys for Debtor
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EXHIBIT 1 LIST OF EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED		
Name of Non-Debtor Counterparty	Description of Contract	Cure Amount
Microsoft Corporation	Microsoft BizSpark Startup Agreement dated 7/2012, as amended by Graduation Amendment for Microsoft BizSpark Startup Program and related End User License Agreement.	\$0.00
Prime Recognition Corporation	PrimeOCR Software License Agreement dated 2/9/15	\$0.00
iBridge LLC	Services Contract for Document & Data Processing dated 10/15/08	\$0.00
Hot Shot Delivery	Lease Agreement dated 9/20/2010 (382 NE 191 st Street, Miami, FL 33179)	\$0.00
Hot Shot Delivery	Lease Agreement dated 9/20/2010 (538 W. 21 st Street, Houston, TX 77008)	\$0.00
Hot Shot Delivery	Lease Agreement dated 9/20/2010 (1608 S. Ashland Ave., Chicago, IL 60608-2013)	\$0.00
Flynn Realty Services, LLC	License Agreement dated 10/2009 (427 N. Tatnall Street, Wilmington, DE 19801)	\$0.00
230 PAS (15 (Cliff)) L.L.C. and 230 PAS (RRPIII) LLC	Standard Form of Store Lease dated 4/2008 (228 Park Avenue South, New York, NY 10003)	\$0.00
Merrill Place LLC	Lease Agreement dated 10/4/2007 (93 South Jackson Street, Seattle, WA 98104)	\$0.00
Nimbus Center, LLC	Office Lease Agreement dated 12/19/12 (9450 SW Gemini Drive, Beaverton, OR 97008)	\$0.00

EXHIBIT 1 (Continued) LIST OF EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED		
Name of Non-Debtor Counterparty	Description of Contract	Cure Amount
Santa Monica Center, Ltd.	Standard Industrial/Commercial Multi-Tenant Lease – Net dated 5/27/08 (8605 Santa Monica Blvd., West Hollywood, CA 90069)	\$0.00
Flatiron Associates I	Retail Lease dated 5/16/08, as amended by the First Amendment to Lease dated 12/2/14 (548 Market Street, San Francisco, CA 94104)	\$0.00
James Wilson	Employment Agreement dated 9/24/14	\$0.00
Stacey Lee	Employment Agreement dated 9/24/14	\$0.00